

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC. APPROVING A TWO (2) PERCENT COST OF LIVING INCREASE FOR ALL BARGAINING UNIT EMPLOYEES EFFECTIVE AUGUST 1, 2014; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City of North Miami (“City”), and the Dade County Police Benevolent Association, Inc. (“PBA”), representing bargaining members of the City of North Miami Police Department, are parties to a Collective Bargaining Agreement (“CBA”) for the period October 1, 2012 through September 30, 2014 covering the City’s police officers and sergeants (“Bargaining Unit Employees”); and

**WHEREAS**, Section 38.4 of the CBA states that, “[a]fter May 1, 2013, either party may reopen negotiations for the sole purpose of negotiating a Cost of Living Adjustment (“COLA”); and

**WHEREAS**, the PBA timely requested to reopen the CBA pursuant to Section 38.4; and

**WHEREAS**, after engaging in collective bargaining concerning a COLA, the Parties have tentatively agreed that all Bargaining Unit Employees shall receive a Cost of Living Adjustment of two (2) percent effective August 1, 2014.

**WHEREAS**, the members of the PBA have met and ratified the adoption of the Memorandum of Understanding (“MOU”); and

**WHEREAS**, the Vice Mayor as Acting Mayor and City Council believe that the MOU is in the best interest of the City.

**NOW THEREFORE, BE IT RESOLVED BY THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Adoption of Memorandum of Understanding.** The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida hereby adopt the MOU as outlined above and attached hereto as Exhibit “A”.

**Section 2.**    **Direction to City Manager.** The City Manager is hereby directed to take all steps to effectuate the implementation of the MOU.

**Section 3.**    **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Vice mayor as Acting Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_\_ day of September, 2014.

\_\_\_\_\_  
PHILIPPE BIEN-AIME  
VICE MAYOR AS ACTING MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
REGINE M. MONESTIME  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Second ed by: \_\_\_\_\_

**Vote:**

Vice Mayor as Acting Mayor Philippe Bien-Aime  
Councilperson Scott Galvin  
Councilperson Carol Keys, Esq.  
Councilperson Marie Erlande Steril

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF NORTH MIAMI AND THE DADE COUNTY  
POLICE BENEVOLENT ASSOCIATION, INC.**

This Memorandum of Understanding ("MOU") is entered into this 16<sup>th</sup> day of July, 2014 by the City of North Miami, Florida, a Florida municipal corporation (the "City"), and the Dade County Police Benevolent Association ("PBA") (collectively referred to as the "Parties").

**WHEREAS**, the City and PBA are parties to a Collective Bargaining Agreement ("CBA") for the period October 1, 2012 through September 30, 2014 covering the City's police officers and sergeants ("Bargaining Unit Employees");

~~**WHEREAS**, Section 38.4 of the CBA states that, "[a]fter May 1, 2013, either party may~~  
reopen negotiations for the sole purpose of negotiating a COLA";

**WHEREAS**, the PBA timely requested to reopen the CBA pursuant to Section 38.4; and

**WHEREAS**, after engaging in collective bargaining concerning a COLA, the Parties have tentatively agreed that all Bargaining Unit Employees shall receive a Cost of Living Adjustment of two percent (2%) effective August 1, 2014.

**NOW, THEREFORE**, in light of the foregoing recitals, the Parties intending to be legally bound, do hereby stipulate and agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Effective August 1, 2014, all Bargaining Unit Employees shall receive a two percent (2%) COLA increase.
3. This MOU represents the Parties' entire agreement as it relates to the reopening of the CBA pursuant to Section 38.4 of the CBA.
4. This MOU shall become effective upon ratification by the PBA and the City. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.
5. The parties signify their agreement with this MOU by affixing their signatures below.

Dade County Police Benevolent Association, Inc.

By: 

Title: President

Dated: 7/7/14

City of North Miami

By: 

Title: Acting City Manager

Dated: 7-16-14

*Council RMM*